

1 Mark Udren - Cross

2 marketing brochure. Those are the time frames that we set for
3 ourselves. It so happens that they're better than Fidelity's,
4 I think. And so, I don't really give a hoot what Fidelity
5 says because we're not going to slow down 'cause they allow us
6 to. We are time frame driven and if Fidelity goes into it,
7 client -- and the client says who's your fastest attorney,
8 they have to say well, look here, these guys are a week and
9 these guys are two weeks and these guys are three weeks. The
10 client says I want the fastest. Yeah, here I am. And that's
11 what motivates me. That's what drives me. Not Fidelity. Not
12 Fidelity's contracts. Fidelity is an assistant to me. The
13 NewTrak is an assistance to me. That's all they are to me.
14 And there's -- and Fidelity's not the only one out there.
15 There's a number of companies like Fidelity's that
16 outsource --

17 THE COURT: But you just said something that was
18 curious and it sort of contradicts what I heard before. You
19 said your times are better than Fidelity's.

20 THE WITNESS: They may be.

21 THE COURT: And I'm trying to understand whether
22 Fidelity is giving you time frames even if you are surpassing
23 them.

24 THE WITNESS: Well --

25 THE COURT: That's what Mr. Conway is trying to

1 Mark Udren - Cross

2 determine.

3 THE WITNESS: All right. You know, the truth is I
4 look and I don't see them. I mean, he's indicating that
5 they're in there so I'm assuming maybe they are. But,
6 frankly, I haven't seen them. I don't know that I've ever
7 seen them. I don't know if Fidelity has time frames. I mean,
8 Mr. Conway indicated that there was something in here that
9 maybe showed time frames. I haven't found it. But it doesn't
10 matter to me because their time frames cannot be better than
11 mine. Whatever they think would be allowable, whatever their
12 clients accept out there, they're not as tough as the Freddie
13 Macs and those are the ones that we follow 'cause they're the
14 toughest out there.

15 BY MR. CONWAY:

16 Q. Mr. Udren, do your attorneys have access to the NewTrak
17 system? Can they go on it?

18 A. Oh, absolutely.

19 Q. Did you take the time to review the various screens and
20 the communications that occurred in the Taylor case through
21 Fidelity system?

22 A. You know, unfortunately, I didn't. I have to say that
23 NewTrak is beyond my capabilities. Just as the iPhone is
24 beyond my capabilities and many other new electronic devices,
25 I did not, no.

1 Mark Udren - Cross

2 Q. Are you aware that your associate, Mr. Fitzgibbons,
3 whether he ever made an entry or a request or opened an issue
4 himself personally on the system?

5 A. I believe he did.

6 Q. You believe he did?

7 A. I think there was testimony indicating that -- that he
8 had.

9 Q. Well, certainly he represented that to the Court. I'm
10 asking you if you have personal knowledge of whether he in
11 fact did it.

12 A. No, I don't.

13 THE COURT: Do all your attorneys have access to
14 NewTrak, the same access?

15 THE WITNESS: Yes, they do. And they also have the
16 escalation list. They can call any client they want.

17 Q. Who in your office would have -- be familiar with NewTrak
18 Fidelity system to be able to answer questions as to whether
19 and what Mr. Fitzgibbons put on the system?

20 A. Well, all the managers are very capable. I mean, you
21 know, my office operations manager is probably the most
22 capable. Then, you know, the Pennsylvania foreclosure
23 manager -- or Pennsylvania office manager probably is my main
24 computer network expert we have.

25 Q. Well, are any of the personnel assigned in your office by

1 Mark Udren - Cross

2 case? In other words, would so many people be assigned to the
3 Taylor case?

4 A. No. That's not how it's broken down.

5 Q. Who is your --

6 A. I mean, litigation is broken down like that. Attorneys
7 are assigned litigation files by attorney. But if a matter is
8 going uncontested then it's really handled by paralegals and
9 processors.

10 Q. Who is your office manager in Philadelphia -- or
11 Pennsylvania?

12 A. The operations manager is a Tina Rich.

13 Q. And she would have access to understand and be familiar
14 with the entries in the Taylor case --

15 A. If she looked at them --

16 Q. -- is that correct?

17 A. -- yes, she'd understand them.

18 Q. Do you know whether --

19 MR. CONWAY: Strike that. You don't know.

20 Q. Your firm do the foreclosure?

21 A. On Taylor?

22 Q. On Taylor, yeah.

23 A. I don't -- I don't know.

24 Q. You don't know?

25 A. No. Most likely because they're doing a lot of cradle

1 Mark Udren - Cross

2 the grave now. So if there was a foreclosure, I wouldn't
3 expect that we -- as a matter of fact, now that I think about
4 it, I think we did do the foreclosure, yes, now that I think
5 about it. Because actually, some payments went to sales --
6 insurance sales department by mistake. And I suppose they got
7 this woman's name because of the matter had been listed for a
8 sheriff's sale. So the answer is yes, we did do the
9 foreclosure.

10 Q. Do you know how much you charged?

11 A. Fannie Mae rate. Whatever our agreement is with HSBC.

12 Q. I'm asking if you know in dollars and cents what you
13 charged.

14 A. Specifically on that foreclosure?

15 Q. Yeah.

16 A. I don't. I would guess it would be 1250.

17 Q. If I were to show you the proof of claim that was filed
18 in this case for attorneys' fees and ask you to break down the
19 charges, could you do that?

20 A. Without seeing it, I -- you know, I mean, I assume I
21 could, yeah.

22 MR. BART: May I just get a foundation of what Mr.
23 Udren's breakdown of attorneys' fees --

24 THE COURT: Show Mr. Bart what it is that you will
25 show him.

1 Mark Udren - Cross

2 MR. BART: I'm just saying I would think that the
3 foreclosure judgment itself would be -- I mean, 'cause the
4 testimony is that the Udren firm did not prepare the proof of
5 claim. The Udren firm -- and in a prior proceeding.

6 THE COURT: So, in other words, you're objecting on
7 the grounds of relevance? Or you just want an offer of proof?

8 MR. BART: I want an offer of proof of what this has
9 to do with the Cohen investigation and why this piece of
10 evidence will lead to the development of relevant evidence.

11 MR. CONWAY: It doesn't go to upsetting the
12 judgment, Your Honor.

13 THE COURT: No, no, no. It --

14 MR. CONWAY: It goes to what is -- and the accuracy
15 of the proof of claim.

16 THE COURT: But his point is that they didn't do the
17 proof of claim.

18 MR. CONWAY: But it has to do with the charges. I
19 want a breakdown --

20 THE COURT: The charges that have been --

21 MR. CONWAY: Transferred into the proof of claim.

22 THE COURT: -- transferred into the system to be on
23 the proof of claim?

24 MR. BART: Is he saying -- is the point that you're
25 going to say that it is different from the amount of charges

1 Mark Udren - Cross

2 that were entered as part of the judgment in the state court?

3 MR. CONWAY: No. That's irrelevant to my inquiry.

4 MR. EISENBERG: Your Honor, I'm going to object

5 because we're talking about different proof of claims now.

6 There's an allowed proof of claim that's been entered in this

7 case versus the prior proof of claims.

8 THE COURT: I know that -- explain what you're

9 trying to ascertain. I think I know but go ahead and

10 articulate it so Mr. Bart will know what you're --

11 MR. CONWAY: I'm trying to ascertain what the actual

12 charges were versus what they were on the proof of claim, and

13 particularly, the breakdown because I'm trying to see the

14 derivative of where the fees -- or where the costs were in

15 play vis-a-vis those foreclosure charges.

16 THE COURT: Where they were what?

17 MR. CONWAY: How the costs break down. Whether

18 there were costs added to the foreclosure costs that are

19 contained in the proof of claim, contained in the judgment

20 because of whatever. I don't know where those costs come

21 from. And I'm trying to understand where they come from.

22 THE WITNESS: I don't know whatever is.

23 MR. EISENBERG: Your Honor --

24 THE WITNESS: I mean, I'll -- I guess, I'll wait for

25 my attorney to indicate whether I should --

1 Mark Udren - Cross

2 MR. BART: Well, I just don't understand where this
3 is going vis-a-vis the Udren firm. I mean, the Moss firm
4 already had somebody up there.

5 THE COURT: Oh, he's -- I think what he's getting at
6 is that he thinks that the proof of claim may contain numbers
7 that are correct which may be so. But Mr. Eisenberg is
8 basically -- unless you're saying there's a systemic problem
9 about putting numbers into proofs of claim from their office
10 into the system which is accessed by Moss. I don't really
11 know -- I mean, as far whether he was --

12 MR. BART: If he can answer it --

13 THE COURT: The claim was --

14 MR. BART: -- I'll let him answer it.

15 THE COURT: -- objected to and it's been resolved.

16 MR. BART: Right.

17 THE COURT: So maybe it was the wrong number.

18 MR. CONWAY: Your Honor, the wrong number is not at
19 issue. I asked him if he could break it down and he said he
20 didn't know without seeing so I'm trying to give him the proof
21 of claim to show him what the number was so he can tell me
22 whether he can break it down.

23 THE COURT: Well, his attorney was asking why it
24 needed to be broken down.

25 MR. CONWAY: Because I want to see if there are

1 Mark Udren - Cross

2 charges that are passed onto the debtor relating to the
3 NewTrak system that are not disclosed.

4 THE WITNESS: I can answer that. Absolutely not.

5 MR. EISENBERG: Your Honor, if that's the question,
6 just ask him.

7 THE WITNESS: Yeah. Ask me that and I'll answer it.
8 Absolutely not.

9 MR. CONWAY: Well, I think I'm --

10 THE COURT: Yeah. Okay. We're just trying to tie
11 it in. And you just have but it just took a while to get
12 there. And you were going to work up so that then you could
13 make the connection. But --

14 MR. CONWAY: Yeah.

15 THE COURT: --this is where he's going. If this is
16 how he has to get there then maybe he needs to -- it's hard
17 for him to -- if he doesn't know what the charges are then how
18 can he answer Mr. Conway's question?

19 THE WITNESS: Your Honor, I can -- I can answer
20 one -- if where he's going -- and that is we do not pass on
21 the NewTrak charges. We just do not. That's a cost to us.
22 We understand it just like the electric company and our copier
23 company and every other cost. We charge the standard -- when
24 I say standard, the accepted industry rate. If it's Fannie
25 Mae and it's 1250 dollars, that's what we charge. We don't

1 Colloquy

2 charge a nickel over for anything that Fidelity does. And we
3 never have. We know that that's inappropriate and we don't do
4 it.

5 MR. CONWAY: May I have a minute, Your Honor?

6 (Pause)

7 MR. CONWAY: Your Honor, it's clear to me that Mr.
8 Udren is not the competent witness for me to continue my
9 examination. I need to --

10 THE COURT: Can I ask him a few questions?

11 MR. CONWAY: Well, I'd like to finish what I --

12 THE COURT: Oh, okay. I thought you were ready to
13 move --

14 MR. CONWAY: I'd like to know -- there were certain
15 things that happened in this case. I know -- if I may say
16 this without violating. I know that certain things happened
17 that I need someone who is familiar with the entries on
18 NewTrak to testify to.

19 THE COURT: I think that would be very helpful.

20 MR. CONWAY: And he's not competent to do that.

21 THE COURT: Yeah. Yeah. I think that's right.

22 MR. CONWAY: I also note that there's certain things
23 or ways and parameters that this case was conducted in and he
24 didn't handle the case and he's not familiar with what
25 happened. And I need someone else to testify to that.

1 Colloquy

2 THE COURT: I thought that was exactly where you
3 would finally end up because he doesn't -- you know, I had
4 demanded the head of the firm and he's come very dutifully
5 many times and sat here. But he's not close enough to this to
6 really shed very much light. I have one question on the
7 contract which perhaps he will know the answer. But he knows
8 how things perhaps should be handled whether -- how they were
9 handled. And I don't whether Ms. Doyle is the person. I
10 don't know whether -- she's not here today so maybe the next
11 one is. You know, Ms. Doyle -- I mean, we didn't have the
12 benefit of all this when we had Mr. Fitzgibbon here. Maybe
13 you want to call him back. Maybe you want to have one of the
14 operations managers. I mean, you can find out who the right
15 person is. But I would totally agree with you. I mean, Mr.
16 Udren has answered very credibly and frankly his view of
17 things but he's jut not that close to it. But he came because
18 he was called and I appreciate that.

19 Do you know anything about -- I mean, I assume this
20 contract -- do you sign contracts on behalf of your firm?
21 Would you have signed this contract, the network agreement? I
22 can't find any signature --

23 THE WITNESS: Yeah. I think I did see --

24 MR. CONWAY: He testified that it was --

25 MR. BART: Yes.

1 Colloquy

2 THE WITNESS: I did see my signature --

3 MR. CONWAY: He signed it, Your Honor.

4 THE WITNESS: -- on this one, yes.

5 THE COURT: It's so --

6 THE WITNESS: No. There's a clearer one --

7 THE COURT: Yeah. On one -- I just -- yeah.

8 THE WITNESS: -- and I did sign that. Actually, I
9 signed both of these.

10 THE COURT: It looks like -- okay. So you signed it
11 so you would have reviewed it. Now, I don't have the latest
12 one and this one is very blurred.

13 THE WITNESS: I don't think neither of us have the
14 eyes for this.

15 THE COURT: So I'm trying to read it. But I have a
16 basic question.

17 THE WITNESS: Yes.

18 THE COURT: There are two columns. It says "Fees
19 billed to client, client amount. Fees paid by attorney to
20 Fidelity, admin fees."

21 THE WITNESS: Right.

22 THE COURT: Now, I can understand why the -- why
23 does the schedule have a list of the fees billed to your
24 client? Is that -- was an agreement with Fidelity? I mean,
25 this is an agreement with Fidelity albeit an exhibit to an

1 Colloquy

2 agreement. What is the purpose of that being part of this
3 schedule?

4 THE WITNESS: My understanding is that the clients
5 tell Fidelity what they're willing to pay for the particular
6 services. Fidelity sets them forth as the client has directed
7 them. What their administrative fees are or -- you've heard
8 the testimony. They are what they are.

9 THE COURT: Well, I'm not talking about what --
10 well, they said that they don't -- they bill you.

11 THE WITNESS: Fidelity bills me and I pay Fidelity
12 their required fees.

13 THE COURT: And that's the column here --

14 THE WITNESS: Right.

15 THE COURT: "Fees Paid By Attorney to Fidelity".
16 It's called an admin fee.

17 THE WITNESS: Right.

18 THE COURT: And I don't know why it's call an admin
19 fee but I assume it's a fee for administering --

20 THE WITNESS: Right.

21 THE COURT: -- whatever they're administering.

22 THE WITNESS: Right.

23 THE COURT: What I don't understand -- and then
24 there's a double asterisk that says "No" -- I can't read it.
25 Something "not subject to -- prescribed -- flat fees -- Fannie

1 Colloquy

2 Mae. Fees will apply". I don't know what that has to do
3 with -- do you know what that double asterisk is --

4 THE WITNESS: I'm -- you know, this is such a poor
5 copy I'm not sure I can find it. But without even seeing it,
6 the client will tell them this is what we're willing to pay
7 for a motion for relief. This is what we'll only pay for a
8 motion to reassess damages in a foreclosure.

9 THE COURT: Pay whom? Pay you?

10 THE WITNESS: The client says what they're willing
11 to pay us. See, we're all flat fee. We're flat fee.

12 THE COURT: Okay.

13 THE WITNESS: So their flat fee, the client
14 determines and often they'll follow along Fannie Mae
15 guidelines. But not always. Sometimes they'll pay more.
16 Sometimes they'll pay less. I think from what you just
17 said -- I didn't find where you were reading --

18 THE COURT: Well, look at Exhibit B, Bates 324, and
19 it has two columns: "Fees Billed to the Client" --

20 THE WITNESS: I do see that.

21 THE COURT: And that's what you charge HSBC, right?

22 THE WITNESS: Right.

23 THE COURT: To do whatever -- or what you charge.
24 This is not necessarily -- is this only HSBC or you -- or this
25 is all of your --

1 Colloquy

2 THE WITNESS: This would be -- yeah. This is
3 actually HSBC. But if you'll look, you'll see Freddie Mac.
4 We can charge a thousand.

5 THE COURT: Okay. And I understand.

6 THE WITNESS: For Fannie Mae, we can charge 1300.

7 THE COURT: So the first column is what you charge
8 your client. And the second --

9 THE WITNESS: That's what the client --

10 THE COURT: -- column is what they charge --

11 THE WITNESS: Us.

12 THE COURT: -- you.

13 THE WITNESS: Right.

14 THE COURT: What I don't understand is what is the
15 relationship. And I think that's what Mr. Conway was trying
16 to understand and maybe I'm coming at it in a little different
17 way. What is -- what I was told by Fidelity is that they have
18 a set fee for all of the tasks and processes, they called
19 them, and presume -- and it wouldn't matter who they were
20 doing it, what client, what attorney. They are what they are.
21 So they're going to charge, for example, I guess, for handling
22 a foreclosure in a -- I can't read it. Some type of
23 foreclosure they're going to charge 140 dollars.

24 THE WITNESS: Right.

25 THE COURT: You, on the other hand, are going to be

1 Colloquy

2 billing your client 1300 dollars.

3 THE WITNESS: Right.

4 THE COURT: Those are two separate fees. Why is
5 that in the contract schedule? What is the relevance of what
6 you charge your client, HSBC, to their contract with you if,
7 as you say, there's no relationship between the fees that are
8 paid to them and the amounts you charge your client.

9 MR. CONWAY: Perhaps put a different way, I believe
10 Mr. Udren's testimony was that Exhibit B changes per different
11 client. The agreement with Fidelity stays the same but HSBC
12 has one schedule for fees, Wachovia, for example, has another
13 schedule for fees. And I think what the judge is trying to
14 find out and what I was trying to elicit, does Fidelity's
15 schedule of fees change as well with the fees for a different
16 client.

17 THE WITNESS: No. No. They're the same no matter
18 what.

19 THE COURT: And that's what I --

20 THE WITNESS: And you can look at --

21 THE COURT: -- understood you to say but then I
22 still don't understand why, as part of the schedule, it was
23 important to Fidelity or you to have a schedule that lists the
24 fees that are billed to the client. Mr. --

25 THE WITNESS: Your Honor, I can't speak for Fidelity

1 Colloquy

2 other than --

3 THE COURT: Well, you signed a contract --

4 THE WITNESS: Right. Other than --

5 THE COURT: -- and you provided them with this
6 information.

7 MR. BART: Objection, Your Honor.

8 THE WITNESS: I would --

9 MR. BART: He didn't testify that he provided
10 Fidelity with that information.

11 THE COURT: Well, it says "Fees Billed to Client" --

12 THE WITNESS: That's the client.

13 THE COURT: -- so how would he know what the fees --
14 how would Fidelity know what they bill to a client --

15 THE WITNESS: The client tells them.

16 THE COURT: The client tells them?

17 THE WITNESS: Sure. The client sent the fees. I
18 mean, this has to correspondence with the contract I have with
19 HSBC. If it doesn't correspondent, I have to pick up the
20 phone and call Cheryl and say, look, HSBC said they're going
21 to pay me 1200 dollars for this foreclosure and you have it as
22 850.

23 THE COURT: Is that because it's built into the
24 system and the cost and fees -- what -- explain it.

25 MR. CASH: Your Honor, and --

1 Colloquy

2 THE COURT: I know this is irregular since he's
3 testifying.

4 MR. CASH: I know.

5 THE COURT: Do you mind if I ask him?

6 MR. CONWAY: No, no. That's one of the things I was
7 trying to get at, Your Honor, because the contract says
8 Fidelity sets the fee.

9 THE COURT: Well --

10 MR. EISENBERG: Well, that's not what it says.

11 THE COURT: I know, but I don't think it says that.

12 But --

13 MR. CASH: Here's the thing, Your Honor.

14 THE COURT: But I don't know why it's even there if
15 it's irrelevant.

16 MR. CASH: Here's what's in the schedule. One of
17 the functions we do is we monitor the invoices. The invoices
18 are paid through our system. What happens in the early -- and
19 there is a schedule which they didn't get. And HSBC and us
20 have to talk about why they didn't get it but it's exactly
21 what Mr. Conway was talking about is whose duties or what
22 duties and one of the duties of the client is to set the fees
23 per Fannie Mae, federal government, etcetera, etcetera,
24 etcetera. So at some point, I think it --

25 THE COURT: And what if they don't? What do you do?

1 Colloquy

2 MR. CASH: Well, then if they don't tell us what
3 their maximum fee is then that can't be in the contract. That
4 is just --

5 THE COURT: But why does it have to be in the
6 contract?

7 MR. CASH: Because of part of what we do is we
8 monitor the invoices and they agreed when they entered under
9 our system --

10 THE COURT: You monitor the invoices for --

11 MR. CASH: For the client.

12 THE COURT: -- for the lender to make sure they're
13 not charging more than they are entitled to?

14 MR. CASH: Yes. Yes. And one of the things that
15 they --

16 MR. CONWAY: They process the invoices as well.
17 They send them to the client for payment.

18 MR. CASH: Well, no.

19 MR. CONWAY: No?

20 MR. CASH: You shouldn't speak of things you don't
21 know. One of the things that they do and one of the things
22 that I think is important, Your Honor, is that they agree to a
23 maximum. The client will say we're not going to pay more than
24 this. And that's part of them signing onto the network is
25 they agree to be capped. Now, if they're going to go beyond

1 Colloquy

2 that cap then they're going to have to go to the client.

3 That's not our deal. But that's part of the contract. So

4 they understand very clearly what the maximums are. And it's

5 in that contract with us because they bill through our system.

6 And that's part of the service that, frankly, we do for the

7 lender and, frankly, part of how they get paid more quickly.

8 That's part of what we do.

9 THE COURT: Okay.

10 MR. CASH: And it's actually part of the 53103.

11 THE COURT: Okay. All right. Thank you. All

12 right. So --

13 MR. CASH: Now, the problem --

14 THE COURT: Well, let me see -- are you through with

15 him?

16 MR. CONWAY: I can't do any more --

17 THE COURT: Yeah. I think that's right. You may

18 step down.

19 THE WITNESS: All right. Thank you, Your Honor. I

20 want to request that, you know, certainly, everyone wants to

21 get to what went on here. I know that what Mr. Fitzgibbon

22 did -- I mean, if you believe it's sanctionable then that's

23 certainly your determination.

24 THE COURT: No. I --

25 THE WITNESS: But this has been very costly to me.

1 Colloquy

2 I mean, all the down time and everything.

3 THE COURT: I'm sure it has been.

4 THE WITNESS: I'm not sure when I look at the case
5 what went on here and what we were requested and what debtor's
6 counsel was supposed to do and didn't do. And, you know, I
7 can bring Ms. Doyle in. I can bring Ms. Rich in. I can bring
8 Mr. Fitzgibbon in. But this has become a very costly matter
9 for us and I don't know what our relationship with Fidelity,
10 whether it needs to be investigated anymore. I mean, then I'm
11 the one that should speak to that if the U.S. trustee wants to
12 pursue that more.

13 THE COURT: Look. You heard -- you were here on
14 Tuesday? I don't know, maybe you weren't. But we -- no,
15 'cause we had the issue with the documents. My intention
16 here, and I have been trying valiantly and I think that you
17 have heard me say repeatedly I wanted the Udren firm's
18 testimony to be completed so that --

19 THE WITNESS: Right.

20 THE COURT: -- this could stop hanging over your
21 head --

22 THE WITNESS: Really. And that would be
23 appreciated.

24 THE COURT: -- and loss time and if things happened,
25 they happened and it is what it is and we're going to find

1 Colloquy

2 out. Unfortunately, it's been protracted and I'm sorry for
3 that. But we still haven't finished trying -- I'm just trying
4 to find out what happened here. What happened here? And I
5 still -- you know, I -- and you don't know -- and you don't
6 know.

7 THE WITNESS: No, that's true.

8 THE COURT: It's unfortunate that you had to sit
9 here all these times only to find out the penultimate time
10 that you really couldn't answer the questions although
11 probably if you had said that in the beginning nobody would
12 have believed you so I guess you had to do it anyway. But I
13 don't think that it has not been -- I mean, maybe I want to
14 put a positive spin on this. This process has been expensive
15 for you. It has been time consuming for the Court. It has
16 been expensive for Fidelity who's been here constantly and
17 coming from afar and in good faith did the documents, brought
18 in the witnesses and so forth. It's been costly for HSBC who
19 has a lawyer. And it's been costly for you. You have a
20 lawyer. It's been time consuming for the trustee. So, yeah.
21 And maybe at the end, everything will be explained. I think
22 the trustee is right. We still really don't -- and nobody has
23 gone through what happened. We have Mr. Fitzgibbons is the
24 only really -- you know -- he gave some testimony. I have
25 some personal observation. Maybe it's nothing more than a

1 Colloquy

2 young lawyer that got in over his head. And I'd be very happy
3 if at the end of the day -- and I really would hope that this
4 doesn't come back if nothing comes of it to hurt him in any
5 way because he's a well meaning young lawyer. But we're going
6 to take it to its natural conclusion and find out whether it
7 was nothing more than that. That's your contention. That's
8 what Mr. Bart says well, when you hear the story, you'll see
9 it was -- well, I still don't understand some of it. And
10 we'll find it out. And the sooner we can find it out the
11 better. Fidelity has been very helpful in the way it produced
12 the documents so that we could get to the bottom of it. And I
13 really want to do that.

14 MR. BART: If I may say one thing, Your Honor. You
15 prevented me from putting on Ms. McDonald-Hamer at the second
16 hearing.

17 THE COURT: Prevented you?

18 MR. BART: Yeah, yeah. I wanted to put her on and
19 you were not really happy with my action. And I said if you
20 let me do that, I can show you how we got to the June hearing.
21 And I really -- I mean, if you let me, I can do it by way of a
22 submission, a written submission. The history of this case is
23 extremely clear in that what you had were -- was a debtor's
24 counsel who said that payments were made and they weren't
25 made. And the Udren firm tried to accommodate that counsel.